

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 143
2. CONTRACT NUMBER	3. SOLICITATION NUMBER W9128F-04-R-0006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/24/03	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US ARMY CORPS OF ENGINEERS - OMAHA DISTRICT 106 S 15th ST, Old Federal Building - 3rd Floor Omaha, Nebraska 68102-1618		8. ADDRESS OFFER TO (If other than Item 7) CODE W9128F			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION					
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 106 S 15th ST, Omaha NE 68102 until 1600 local time 01/27/04 <div style="text-align: right;">(Hour) (Date)</div>					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME Mike Duffy Loreen Blume		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (402) 221-3708		C. E-MAIL ADDRESS or (402) 221-4265

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OFFER (Must be fully completed by offeror)				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%) CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>		AMENDMENT NO.	DATE	AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$14,500,000.00		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE T0B0200 US ARMY CORPS OF ENGINEERS FINANCE AND ACCOUNTING (CEFC-AO-P) 5722 INTEGRITY DR, MILLINGTON, TN 30854-2005	
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
				28. AWARD DATE	

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total amount of the contract awarded under this solicitation shall not exceed \$14.5 Million Dollars. There is no limit of the number of Task Orders that may be executed. The Task Order(s) executed shall not exceed the total contract amount.

2. Guarantee -

The contract awarded under this solicitation shall have a total guaranteed minimum amount of \$290,000.00. If the Government chooses to exercise the Option Period(s) on the contract, the Option Period(s) awarded under this solicitation shall have a guaranteed minimum amount of \$145,000.00. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

3. Contract Definition -

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 541620, in support of the Strategic Environmental Research and Development Program (SERDP) and the Environmental Security Technology Certification Program (ESTCP), US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract awarded will include both cost reimbursable and firm fixed price features for a wide range of environmental and technical support services.

4. Performance Time -

The contract will have a basic performance period of one (1) year plus two (2) one (1) year option periods or until the \$14.5 Million Dollar contract limit is reached, whichever occurs first.

5. Pricing -

5.1. Firm Fixed Price Task Orders -

Specific tasks and pricing information for work to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under this contract, pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein. The amounts to be paid to the contractor for each firm-fixed price task order/request for services shall be based on hourly rates for the following labor disciplines listed in the tables below. Price reasonableness will be evaluated. All offerors are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid. Profit will be negotiated on each individual task order issued.

For Firm-Fixed Price Task Orders the offeror shall use the fully loaded labor rates submitted for each individual discipline listed in Table 1 on pages 3-4 of Section B. If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in Table 1 of this Section B shall include

Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year of proposal submittal date) Defense Contract Audit Agency (DCAA) audited rates available, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other cost pools. The rates provided for the Base Period and Option Periods will be the set rates used over the life of the contract.

The offeror shall fill out one Table 1 only. These shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB)" after the title of the subcontracted personnel. For example, UXO Safety Officer (SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

Table 1 – Firm Fixed Price Task Orders Only
(Total Base and Option Periods Hourly Rates Excluding Fee/Profit)

Discipline	Base Hourly Rate	Estimated # of Hours for Each Period*	Fully Loaded Hourly Rate YEAR 1 (Base Period)	Total Year 1 (Hours x Loaded Rate)	Fully Loaded Hourly Rate YEAR 2 (Option Period 1)	Total Year 2 (Hours x Loaded Rate)	Fully Loaded Hourly Rate YEAR 3 (Option Period 2)	Total Year 3 (Hours x Loaded Rate)
Program Manager		200						
Project Manager		2000						
On-Site Technical Representative		5000						
Scientist I		2000						
Scientist II		2000						
Scientist III		2000						
Engineer I		2000						
Engineer II		2000						
Engineer III		2000						
Information Management Specialist		4000						
Procurement Specialist		500						
Engineer Technician		2000						
Certified Industrial Hygienist (CIH)		500						
Project Safety And Health Specialist		500						
Regulatory Specialist		500						
Hazardous Waste Specialist		1000						
CADD/GIS Specialist		2000						
Certified Health Physicist (CHP)		500						

Discipline	Base Hourly Rate	Estimated # of Hours for Each Period*	Fully Loaded Hourly Rate YEAR 1 (Base Period)	Total Year 1 (Hours x Loaded Rate)	Fully Loaded Hourly Rate YEAR 2 (Option Period 1)	Total Year 2 (Hours x Loaded Rate)	Fully Loaded Hourly Rate YEAR 3 (Option Period 2)	Total Year 3 (Hours x Loaded Rate)
Risk Assessor		250						
Cost Control Engineer/Estimator		500						
Senior UXO Specialist		500						
UXO Safety Officer		500						
Technical Writer		2000						
Draftsperson		2000						
Word Processor		2000						
Data Processor		2000						
Clerical		2000						
TOTAL FOR EACH PERIOD		42450						

** The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

5.1.1. Rates/Markups (Included in the Hourly Labor Rates Shown in Table 1 above:

	Year 1 (Base Period)	Year 2 (Option Period 1)	Year 3 (Option Period 2)
Overhead Rate:	_____ %	_____ %	_____ %
G&A Rate:	_____ %	_____ %	_____ %
Fringe:	_____ %	_____ %	_____ %
FCCOM (If Applicable):	_____ %	_____ %	_____ %
Annual Escalation:		_____ %	_____ %

5.1.2. The following items shall be paid at negotiated cost, plus markups identified below:

- 1) Specialized Equipment and/or Material _____ %
- 2) Rental Equipment _____ %
- 3) In-House Copying/Reproduction/Copying Service _____ %
- 4) Other Direct Costs including, but not limited to: Long Distance, Shipping, Mailing, Computer Usage, and Miscellaneous /Supplies Items. _____ %
- 5) Subcontract Effort _____ %
- 6) Travel _____ %

5.2. Cost Reimbursable Task Orders -

For Cost-Reimbursable Task Orders, as in Task Order 0001 in Section J of this solicitation, only allowable incurred costs for the best effort on the part of the contractor will be paid. For Cost-Reimbursable type Task Orders, the contractor will use DCAA approved forward pricing rates or CPA audited financial statements establishing cost pools in accordance with FAR Part 31 for Year 1 for Overhead, G&A, and other indirect costs. The Contractor will submit a new DCAA audit to establish new Forward Pricing Rates for the Option Periods (Years 2 and 3). The contractor shall also demonstrate an ability to support Cost-Reimbursable Task Orders (i.e., an acceptable cost tracking system and adequate purchasing system).

As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year from the date of proposal submittal) DCAA audited rates, the offeror shall provide detailed information showing the cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. If the Government decides to exercise the Option Period(s), the offeror shall provide at that time, the most current audited rates or provide the detailed information showing the cost accounts included in each of their cost pools. The offeror/awardee at that time will then use these new (if they have changed) rates over the life of the Option Period.

6. Travel –

Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

7. Department of Labor Wage Rates –

Applicable Department of Labor Wage Rates and Statement of Equivalent Rates for Federal Hires will be included in individual task orders.

(End of Section B)

Section C – Description/Specs/Work Statement

1. Background –

The Strategic Environmental Research and Development Program (SERDP) is a multi-agency research and development program that was conceived by Congress in 1991. As described in Title 10, U.S.C., Sections 2901-2904, the major focus of SERDP is to address environmental matters of concern to the Department of Defense and the Department of Energy through support for basic and applied research and development of technologies that can enhance the capabilities of the departments to meet their environmental obligations.” The emphasis on preventing or avoiding adverse environmental effects and the compliance elements of the SERDP program make it an essential building block of the Department’s long-range program to effectively remediate contaminated facilities and manage, dispose, recycle, reduce, and eliminate hazardous wastes. The SERDP supports research and development activities in Federal, private sector, and academic laboratories in the areas of cleanup, compliance, pollution prevention, Unexploded ordnance (UXO), and conservation.

The Environmental Security Technology Certification Program (ESTCP) is a DoD demonstration/validation program for environmental technology. The DoD established ESTCP in fiscal year 1995. The ESTCP demonstrates and validates the most promising innovative environmental technologies that target DoD’s most urgent environmental needs and are projected to pay back the investment within five years through cost savings and improved efficiencies. It responds to: (1) concern over the slow pace and cost of remediation of environmentally contaminated sites on military installations, (2) Congressional direction to conduct demonstrations specifically focused on emerging new technologies, (3) Executive Order 12856 which requires Federal agencies to place high priority on obtaining funding and resources needed for the development of innovative pollution prevention programs and technologies for installations and in acquisitions, and (4) the need to improve defense readiness by reducing the drain on the Department’s operation and maintenance dollars caused by real world commitments such as environmental restoration and waste management. The ESTCP demonstrations take place on DoD facilities. The program provides support to Federal, private, and academic institutions to conduct demonstrations and validations in the areas of cleanup, compliance, and pollution prevention.

The SERDP and ESTCP are separate and distinct programs. Each is funded under its own program element. They are managed out of a joint office. The joint management of these two programs increases coordination, enhances the transition of technologies, and reduces DoD management overhead. The efficient management of these two programs by one office requires a single support contract.

2. Objective –

The SERDP and ESTCP require program support to meet their statutory requirements and ensure that projects funded are of the highest quality, executed efficiently and evaluated according to SERDP and ESTCP guidelines.

3. Type of Support –

The required support services demand an integrated application of expertise in environmental engineering and science, environmental planning and field activities, information management and technical documentation, research, development, test and evaluation program support, and meeting planning, logistics and support. The expertise is required to support management of activities in the areas of cleanup, compliance, pollution prevention, unexploded ordnance (UXO), and conservation.

Deliverables include, but are not limited to, (1) general program management services to the Executive Director, SERDP and the Director, ESTCP, (2) policy analyses, option or issue papers, and management

reports; (3) environmental technology and project management databases; (4) technology transfer and public outreach; (5) hard copy and electronic files of technical information; (6) technology assessments, reviews, summaries and analyses; (7) conference planning and management; (8) providing meeting facilities, equipment (such as audio visual equipment and portable computer) and services for the Program Office in the Washington, DC area as well as other locations around the country; (9) engineering and program guideline documentation; and (10) implementation of quality assurance methodologies for demonstration sites and projects.

4. Description of Required Services –

4.1 Program Support Services –

The contractor shall provide program level support and services for the SERDP and ESTCP Program Office in the Washington, DC. The contractor shall provide service to the Executive Director, SERDP and the Director, ESTCP to accomplish the SERDP and ESTCP program planning and management requirements, including integration and organization of field input, services for program planning workshops and/or conferences, and compilation of draft and final program plans for review and approval by the Executive Director, SERDP, Technology Thrust Area Working Groups (TTAWG), Executive Working Group (EWG), Scientific Advisory Board (SAB), SERDP Council, Director, ESTCP, and the ESTCP review committees as appropriate. Included in this task are the planning, coordination, and facilitation of the yearly project solicitations and the maintenance of comprehensive databases and related reports on the financial and technical execution status of all SERDP and ESTCP activities. This task also includes support for the operation of the SERDP and ESTCP program office in the Washington, DC area and the development and dissemination of program information including quarterly newsletter, web sites, and other promotional material.

4.1.a Program Planning, Development, and Reporting –

The contractor shall provide support for annual planning, development and reporting of SERDP and ESTCP activities. Support required includes, but is not limited to:

- Integration and organization of field inputs for development of SERDP and ESTCP program plans.
- Compilation of draft and final SERDP program plans for review by the SERDP Science Advisory Board (SAB), Executive Working Group (EWG), and SERDP Council.
- Compilation of draft and final ESTCP program plans for review by appropriate service representatives and the Office of the Deputy Undersecretary of Defense for Installations and Environment.
- Support for SERDP SAB meetings. This support includes, development and distribution of material to SERDP SAB, meeting logistics, follow-up actions, and requirements to meet the Federal Advisory Committee Act (FACA).
- Support for SERDP EWG and Council meetings. This support includes development and distribution of material, meeting logistics, and potential follow-up actions.
- Development of draft and final SERDP Annual Report to Congress and other reports to Congress, as required.

- Development of promotional material and activities for both SERDP and ESTCP. Activities include but are not limited to: (1) maintaining databases for distribution of material; and (2) developing, publishing, and distributing a quarterly newsletter highlighting both programs' activities and accomplishments, project fact sheets, and producing program brochures.

- Maintain SERDP and ESTCP World Wide Web sites, which can disseminate information on program activities and projects supported.

- Maintain a SERDP and an ESTCP display booth appropriate for use at major environmental conferences. Provide staff for supporting the booths at approximately six meetings a year.

- Review and revise as needed the SERDP and ESTCP guidance documents. These include the reporting guidelines for SERDP and ESTCP, and ESTCP demonstration plan and final report guidance documents.

- Maintain a library of SERDP and ESTCP related documents.

- Prepare as needed SERDP and ESTCP articles to semi-technical journals or conference proceedings.

4.1.b Annual Proposal Solicitation and Review –

On an annual basis SERDP and ESTCP solicit proposals from both the Federal and Private sectors. Both programs employ a two-phase approach to review and select proposals. The contractor shall provide support to execute the four annual solicitations (SERDP – Federal and Private, ESTCP – DoD and private). Support required includes, but not limited to:

- Support development of topics and documentation for Broad Agency announcements and Federal calls for proposal for SERDP and ESTCP.

- Support development of review procedures and documentation for all phases of the SERDP and ESTCP reviews.

- Log, track and maintain a database of all submissions in response to SERDP and ESTCP requests.

- Provide all required support to execute the review and selection of SERDP and ESTCP proposals.

4.1.c Financial and Execution Tracking –

To ensure both the financial and technical execution of SERDP and ESTCP projects, the contractor shall provide a reporting system and database to track SERDP and ESTCP project's obligations and expenditures. Monthly reports on the status of SERD and ESTCP obligations and expenditures are required. The contractor shall also provide a comprehensive database on the execution status of all SERDP and ESTCP environmental technology development activities. Quarterly reports on the execution status of all projects are required.

4.2 Project Oversight –

The contractor shall provide support services to SERDP and ESTCP to ensure that individual projects are executed according to the requirements established by each program. Included in this task is support for the SERDP, Executive Director and ESTCP, Director for conducting In-Progress Reviews, reviews of demonstration plans, project execution plans, cost and performance reports, annual interim reports, and final project technical reports. In addition, support will be provided to program managers in reviewing projects' progress in meeting defined objectives. Support required includes, but not limited to:

- Provide full support to conduct all the SERDP and ESTCP In-Progress Reviews (IPR).
- Provide technical support to SERDP program Managers and ESTCP Director in reviewing SERDP and ESTCP projects' progress in meeting objectives.
- Provide technical reviews of ESTCP demonstration plans.
- Provide technical reviews of ESTCP final reports.
- Review draft ESTCP Cost and Performance Summary Reports and publish and distribute final ESTCP Cost and Performance Summary Reports.
- Provide program support, on an as needed basis, for SERDP's DoD National Environmental Technology Test Sites (NETTS) Program, including quality assurance/control for demonstration contractors, data collection, compilation, analysis, and database management, and integration and coordination services across the demonstration sites and participants.

4.3 SERDP/ESTCP Annual Symposium –

The contractor shall provide support for a joint SERDP/ESTCP annual symposium to be held in the Washington, DC area in a major conference center. Included in this task is support to cover all requirements in holding a national technical conference.

4.4 Services for Director, Environment Life Sciences (ELS) –

In executing the SERDP, the Director, ELS is required to oversee several SERDP activities, including oversight of the proposal solicitation and initial review process, program execution tracking and reporting, SAB and consultant appointments, and FACA documentation. To support this, individual(s) may be located at the offices of ELS in the Pentagon. In this event, the DoD will provide office space, facilities, and equipment. In odd numbered fiscal years, the Chairperson of the SERDP Council is from the DoD. Therefore, in addition to the work described above, the Contractor shall provide incidental services to the SERDP Council Chairperson. These services will consist largely of the formulation and distribution of correspondence, but may include other requirements such as data analysis.

4.5 Other –

In addition to the specific items set forth above, the contractor shall provide services to the Executive Director of SERDP, the Director of ESTCP, the EWG, the Council, and the SAB in the preparation of special reports, presentations, data summaries, and other such writings. This effort requires gathering and analyzing environmentally related technical information with the goal of supporting management, tracking, recording, reporting, and disseminating information related to SERDP and ESTCP activities. It is expected that these other requirements will be

necessary to support information requests from the various stakeholders in the SERDP and ESTCP including public information requests and requirements and requests from Congress, the administration, and the departments and agencies.

5.0 Contract Reporting –

The contractor shall prepare and submit to the Executive Director of SERDP and the Director of ESTCP a monthly progress report for the required activities and each task order. This report shall identify each sub-task as assigned, and display cost, performance, and schedule against the budget and work plan originally submitted.

6.0 Timeliness of Services –

Due to the dynamic nature of the program requirements, and the high national profile of the SERDP and ESTCP, task will require rapid turnaround. The contractor shall use appropriate expedited methods for accomplishing the tasking and execution of tasks. Electronic mail, telefax, express mail, and priority couriers are among the techniques which may be used to ensure the timely support of the Executive Director of SERDP and the Director of ESTCP in their performance of SERDP and ESTCP requirements.

(End of Section C)

Section E – Inspection and Acceptance

52.246-4 – Inspection of Services -- Fixed-Price (Aug 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

52.246-5 – Inspection of Services -- Cost-Reimbursement (Apr 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

52.246-15 – Certificate of Conformance (Apr 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical

item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

(End of Clause)

52.246-16 – Responsibility for Supplies (Apr 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon --

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of Clause)

(End of Section E)

Section F – Deliveries and Performance

52.242-15 – Stop-Work Order (Aug. 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

52.247-34 – F.o.b. -- Destination (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means --

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage,

demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

(End of Section F)

Section G - Contract Administration Data

1. INVOICING DATA:

1.1 Submit/mail invoices (1 original and 3 copies) to:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-PM-H (USACE Project Manager's Name or COR Here)
106 South 15th Street
Omaha, Nebraska 68102-1618

1.2 All invoices will be identified with the resultant Contract Number and Task Order Number.

1.3 Payment will be made by:

USACE Finance and Accounting Center
5722 Integrity Drive
Millington, TN 38054-5005

2. CONTRACT ADMINISTRATION DATA:

2.1 The Base Contract will be administered by:

U. S. Army Corps of Engineers
Omaha District (CENWO-CT-E)
106 South 15th Street
Omaha, NE 68102-1618

2.2 Individual task orders will be negotiated, issued, administered, and closed out by the Omaha District.

2.3 Contracting Officer Representatives will be appointed in writing by the Contracting Officer.

3. PAYMENT:

Payment will be made in accordance with the FAR clauses as found in Section I of this solicitation.

4. INVOICES:

The Government shall pay all invoices promptly based on inspection and acceptance criteria, as well as on the established milestone schedule found in each task order, in accordance with the FAR clauses as found in Sections F and I of this solicitation.

(End of Section G)

Section H – Special Contract Requirements

1. GENERAL INSURANCE REQUIREMENTS.

1.1. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.2. General Liability. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. The policy should provide for contractual liability, and name USACE as an additional insured with a waiver of subrogation.

1.3. Automobile liability. The Contractor shall maintain throughout the contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

1.5. Errors & Omissions Liability. \$1,000,000 per claim and in the aggregate.

1.6. Corporate Policies. The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, and Errors & Omissions Liability insurance requirements specified in this Section H. If a contractor uses a corporate policy for this work, the aggregate limits that apply to the General Liability, Automobile Liability and Errors and Omissions Insurance should be \$3,000,000.

2. RETAINAGE.

Retentions. The Contractor may bill for up to ninety (90%) percent of the total task order cost established under each task order in accordance with FAR Clause 52.232-32, Performance-Based Payments as found in this contract for contract financing payments. The Government will withhold the remaining ten (10%) percent of the Task Order Funding until the final milestone is achieved by the Contractor. The final milestone will be identified in each task order issued.

3. FINES, PENALTIES AND DAMAGES.

The contractor shall be solely liable for fines and/or penalties assessed by state regulators and/or other cognizant regulatory agencies for failure to comply with any requirements of this contract. "Compliance" shall include performance and completion of the work under each task order as defined by the Scope of Work or work plan or other approved plan in accordance with all applicable requirements of law, the contract, and any other approved plans and documents, and within the specified time schedules established under each task order and/or this contract. Any amounts assessed against and paid directly by the Government and that are attributable to fines and penalties resulting from the Contractor's performance or failure to perform will be deducted from the payment(s) to the contractor. If the fines or

penalties are assessed against the Contractor, and if paid directly by the Contractor, the amounts would not be deducted from the payment(s) to the Contractor.

The contractor shall be solely liable for all indirect, special, punitive and consequential damages attributable to any negligence or intentional acts on behalf of the Prime Contractor, its employees, or its Subcontractors and their employees.

4. MINIMUM GUARANTEE.

The minimum guarantee for the base period is \$290,000.00 and each option period shall be \$145,000.00 which can be satisfied by obligating funds and/or issuing task orders against the base contract.

5. WAGE DECISIONS AND/OR WAGE DETERMINATIONS.

All task orders that are subject to Service Contract Act will have the applicable wage decision/determination provided in the Task Order RFP.

6. INCREMENTAL FUNDING.

In accordance with the National Defense Authorization Act for Fiscal Year 2003, Section 827, Section 2306c of Title 10 of the U.S. Code was amended to allow multiyear funding for environmental services for military installations. When implementation regulations are provided, this contract shall also be modified to incorporate this authority.

7. SECURITY CONTRACT LANGUAGE FOR ALL UNCLASSIFIED CONTRACTS.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation (http://www.deskbook.osd.mil/htmlfiles/DBY_dod-7-Careers.asp).

The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.

[http://www.gsa.gov/Portal/formslibrary.jsp?type=doc&view=\(ByNumber\)&doc=25292D2D26D8B5EC85256A730051F924&title=Questionnaire+for+Public+Trust+Positions&category=Standard+Forms](http://www.gsa.gov/Portal/formslibrary.jsp?type=doc&view=(ByNumber)&doc=25292D2D26D8B5EC85256A730051F924&title=Questionnaire+for+Public+Trust+Positions&category=Standard+Forms)

Proof of a favorable NAC shall be submitted to USACE, Omaha District Security Officer, ATTN: CENWO-SL, 106 S. 15th St, Omaha, NE 68102-1618, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Omaha District Security Officer (address above).

For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85P and 2 copies of the FD-258 (Fingerprint Cards) shall be completed and submitted to the Omaha District

Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha, Nebraska area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

In accordance with Engineering Regulation, ER 380-1-18 (<http://www.usace.army.mil/inet/usace-docs/eng-regs/er.htm>), Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Omaha District Contracting Office, ATTN: (CENWO-CT) the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B). INS forms are available at <http://www.immigration.gov/graphics/formsfee/index.htm>.

(End of Provision)

(End of Section H)

Section I – Contract Clauses

52.252-2 – Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.201-7000 – Contracting Officer's Representative (Dec 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

52.202-1 – Definitions (Dec 2001)

252.203-7001 – Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)

(a) Definitions. As used in this clause-

(1) "Arising out of a contract with the DoD" means any act in connection with-

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving-

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly-

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as-

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify-

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 – Display of DoD Hotline Poster (Dec 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

52.203-3 – Gratuities (Apr 1984)

52.203-5 – Covenant Against Contingent Fees (Apr 1984)

52.203-6 – Restrictions on Subcontractor Sales to the Government (Jul 1995)

52.203-7 – Anti-Kickback Procedures (Jul 1995)

52.203-8 – Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)

52.203-10 – Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)

52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)

252.204-7000 – Disclosure of Information (Dec 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless-

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7004 A – Required Central Contractor Registration (Nov 2001) – Alternate A (Nov 2003)

(a) *Definitions.* As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up

to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

52.204-4 – Printed or Copied Double-Sided on Recycled Paper (Aug 2000)

252.209-7000 – Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7001 – Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 – Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(End of clause)

52.209-6 – Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)

52.211-10 I – Commencement, Prosecution, and Completion of Work – Alternate I (Apr 1984)

252.215-7000 – Pricing Adjustments (Dec 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data--Modifications," "Subcontractor Cost or Pricing Data," and

"Subcontractor Cost or Pricing Data--Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

52.215-2 – Audit and Records -- Negotiation (Jun 1999)

52.215-8 – Order of Precedence -- Uniform Contract Format (Oct 1997)

52.215-15 – Pension Adjustments and Asset Reversions (Dec 1998)

52.215-16 – Facilities Capital Cost of Money (Jun 2003)

52.215-17 – Waiver of Facilities Capital Cost of Money (Oct 1997)

52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

52.215-19 – Notification of Ownership Changes (Oct 1997)

52.216-7 – Allowable Cost and Payment (Dec 2002)

52.216-10 – Incentive Fee (Mar 1997)

52.216-18 – Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Contract Completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 – Order Limitations (Oct 1995)

52.216-22 – Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Contract Completion.

(End of Clause)

52.217-8 – Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.217-9 – Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration of the base period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

252.219-7003 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)).

The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C.1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C.2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C.46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub.L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded --

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub.L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of Clause)

***252.219-7004 – Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (Test Program) (Jun 1997)***

(a) Definition. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the form, except-

(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative-

(i) Small business, small disadvantaged business, and women-owned small business goals; and

(ii) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

52.219-8 – Utilization of Small Business Concerns (Oct 2000)

52.219-9 – Small Business Subcontracting Plan (Jan 2002)

52.222-3 – Convict Labor (Jun 2003)

***52.222-4 – Contract Work Hours and Safety Standards Act -- Overtime Compensation
(Sep 2000)***

52.222-14 – Disputes Concerning Labor Standards (Feb 1988)

52.222-15 – Certification of Eligibility (Feb 1988)

52.222-16 – Approval of Wage Rates (Feb 1988)

52.222-21 – Prohibition of Segregated Facilities (Feb 1999)

52.222-26 – Equal Opportunity (Apr 2002)

***52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era,
and Other Eligible Veterans (Dec 2001)***

52.222-36 – Affirmative Action for Workers With Disabilities (Jun 1998)

***52.222-37 – Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era,
and Other Eligible Veterans (Dec 2001)***

52.222-41 – Service Contract Act of 1965, as Amended (May 1989)

52.222-43 – Fair Labor Standards Act and Service Contract Act -- Price Adjustment

(Multiple Year and Option Contracts) (May 1989)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.223-7004 – Drug-Free Work Force (Sep 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing --

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of Clause)

***252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials -
Alternate I (Nov 1995)***

(a) Definitions. As used in this clause-

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(c) With respect to treatment or disposal authorized pursuant to 10 U.S.C. 2692(b)(9), and notwithstanding any other provision of the contract, the Contractor assumes all financial and environmental responsibility and liability resulting from any treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation. The Contractor shall indemnify, defend, and hold the Government harmless for all costs, liability, or penalties resulting from the Contractor's treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation.

(d) The Contractor shall include this clause, including this paragraph (d), in each subcontract which requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

(End of clause)

52.223-3 – Hazardous Material Identification and Material Safety Data (Jan 1997)

52.223-5 – Pollution Prevention and Right-to-Know Information (Apr 1998)

52.223-6 – Drug-Free Workplace (Mar 2001)

52.223-10 – Waste Reduction Program (Aug 2000)

52.223-14 – Toxic Chemical Release Reporting (Jun 2003)

252.225-7000 – Buy American Act--Balance of Payments Program Certificate (Apr 2003)

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7021 – Trade Agreements (Aug 2003)

(a) *Definitions.* As used in this clause-

(1) "Caribbean Basin country" means-

Antigua and Barbuda	El Salvador	Nicaragua
Aruba	Grenada	St. Kitts-Nevis
Bahamas	Guatemala	St. Lucia
Barbados	Guyana	St. Vincent and the
Belize	Haiti	Grenadines
British Virgin Islands	Honduras	Trinidad and Tobago
Costa Rica	Jamaica	
Dominica	Montserrat	
Dominican Republic	Netherlands Antilles	

(2) "Caribbean Basin country end product"-

(i) Means an article that-

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of-

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

(3) "Component" means an article, material, or supply incorporated directly into an end product.

(4) "Designated country" means-

Aruba	Germany	Netherlands
Austria	Greece	Niger
Bangladesh	Guinea	Norway
Belgium	Guinea-Bissau	Portugal
Benin	Haiti	Republic of Korea
Bhutan	Hong Kong	Rwanda
Botswana	Iceland	Sao Tome and Principe
Burkina Faso	Ireland	Sierra Leone
Burundi	Israel	Singapore
Canada	Italy	Somalia
Cape Verde	Japan	Spain
Central African Republic	Kiribati	Sweden
Chad	Lesotho	Switzerland
Comoros	Liechtenstein	Tanzania U.R.
Denmark	Luxembourg	Togo
Djibouti	Malawi	Tuvalu
Equatorial Guinea	Maldives	Uganda
Finland	Mali	United Kingdom
France	Mozambique	Vanuatu
Gambia	Nepal	Western Samoa
		Yemen

(5) "Designated country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.

(7) "NAFTA country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(8) "Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

(9) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(10) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(11) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(12) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(13) "U.S.-made end product" means an article that-

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501, et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative. Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products unless-

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2) The Government determines that-

(i) Offers of U.S.-made end products or qualifying, designated, Caribbean Basin, or NAFTA country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest exception to the Trade Agreements Act applies.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.customs.ustreas.gov/impexpo/impexpo.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States--Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States--Caribbean Basin Trade Partnership Act.

(End of clause)

252.225-7031 – Secondary Arab Boycott of Israel (Apr 2003)

(a) *Definitions.* As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of Provision)

52.225-13 – Restrictions on Certain Foreign Purchases (Jun 2003)

52.226-1 – Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

252.227-7000 – Non-Estoppel (Oct 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.227-7002 – Readjustment of Payments (Oct 1966)

(a) If any license, under substantially the same patents and authorizing substantially the same acts which are authorized under this contract, has been or shall hereafter be granted within the United States, on royalty terms which are more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this contract after the date such more favorable terms become effective, and the Contractor shall promptly notify the Secretary in writing of the granting of such more favorable terms.

(b) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as its arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope of validity of such claims; Provided, however, that in the event such decision is modified or reversed on appeal, the requirement to pay royalties under this contract shall be interpreted in conformity with the final decision rendered on such appeal.

(End of clause)

252.227-7020 – Rights in Special Works (Jun 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works:

"© (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "©" marking shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works-

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

252.227-7021 – Rights in Data--Existing Works (Mar 1979)

(a) The term "works" as used herein includes literary, musical, and dramatic works; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and works of a similar nature. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) Except as otherwise provided in this contract, the Contractor hereby grants to the Government a nonexclusive, paid-up license throughout the world (1) to distribute, perform publicly, and display publicly the works called for under this contract and (2) to authorize others to do so for Government purposes.

(c) The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity arising out of the creation, delivery, or use, of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in same works.

(End of clause)

252.227-7022 – Government Rights (Unlimited) (Mar 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 – Drawings and Other Data to Become Property of Government (Mar 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7033 – Rights in Shop Drawings (Apr 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

52.227-1 – Authorization and Consent (Jul 1995)

52.227-2 – Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)

52.227-14 – Rights in Data -- General (Jun 1987)

52.228-5 – Insurance -- Work on a Government Installation (Jan 1997)

52.228-11 -- Pledges of Assets (Feb 1992)

52.228-14 -- Irrevocable Letter of Credit (Dec 1999)

52.228-16 – Performance and Payment Bonds -- Other Than Construction (Jul 2000)

(a) Definitions. As used in this clause -- Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 50 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 50 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227

(End of Clause)

52.229-2 – North Carolina State and Local Sales and Use Tax (Apr 1984)

52.229-3 – Federal, State, and Local Taxes (Apr 2003)

52.229-10 – State of New Mexico Gross Receipts and Compensating Tax (Apr 2003)

52.230-2 – Cost Accounting Standards (Apr 1998)

52.230-3 – Disclosure and Consistency of Cost Accounting Practices (Apr 1998)

52.230-6 – Administration of Cost Accounting Standards (Nov 1999)

252.231-7000 – Supplemental Cost Principles (Dec 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 - Electronic Submission of Payment Requests (Mar 2003)

(a) *Definitions.* As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7005 – Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protege Program (Sep 2001)

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a protege firm, pursuant to an approved mentor-protege agreement, provided-

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232-12, Advance Payments;

(2) The Contractor has administered the advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.

(End of clause)

252.232-7007 - Limitation of Government's Obligation (AUG 1993)

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), 199x	\$ _____
(month) (day), 199y	\$ _____
(month) (day), 199z	\$ _____

(End of clause)

ALTERNATE I (AUG 1993).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph

(a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of \$*_ is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (i) of this clause.

* To be inserted after negotiation.

52.232-1 – Payments (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

52.232-8 – Discounts for Prompt Payment (May 1997)

52.232-9 – Limitation on Withholding of Payments (Apr 1984)

52.232-11 – Extras (Apr 1984)

52.232-17 – Interest (Jun 1996)

52.232-23 – Assignment of Claims (Jan 1986)

52.232-25 -- Prompt Payment (Feb 2002)

52.232-32 -- Performance-Based Payments (Feb 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar

amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the

Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

***52.232-33 – Payment by Electronic Funds Transfer -- Central Contractor Registration
(May 1999)***

52.233-1 I – Disputes (Jul 2002) – Alternate I (Dec 1991)

52.233-3 – Protest After Award (Aug 1996)

52.237-2 – Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

52.237-3 – Continuity of Services (Jan 1991)

52.242-1 – Notice of Intent to Disallow Costs (Apr 1984)

52.242-13 – Bankruptcy (Jul 1995)

52.243-1 III – Changes – Fixed Price (Aug 1987) - Alternate III (Apr 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting officer.

(End of clause)

52.243-2 II – Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the --

(1) Estimated cost, delivery or completion schedule, or both;

(2) Amount of any fixed fee; and

(3) Other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of Clause)

52.244-5 – Competition in Subcontracting (Dec 1996)

52.244-6 – Subcontracts for Commercial Items (Apr 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

252.245-7001 – Reports of Government Property (May 1994)

(a) The Contractor shall provide an annual report-

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

52.245-1 – Property Records (Apr 1984)

52.245-2 – Government Property (Fixed-Price Contracts) (Jun 2003)

52.245-4 – Government-Furnished Property (Short Form) (Jun 2003)

52.245-5 – Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jun 2003)

***52.249-2 I – Termination for Convenience of the Government (Fixed-Price) (Sep 1996)
- Alternate I (Sep 1996)***

***52.249-4 - Termination for Convenience of the Government (Services) (Short Form)
(Apr 1984)***

52.249-6 – Termination (Cost-Reimbursement) (Sep 1996)

52.249-8 – Default (Fixed-Price Supply and Service) (Apr 1984)

52.249-14 – Excusable Delays (Apr 1984)

52.253-1 – Computer Generated Forms (Jan 1991)

(End of Section I)

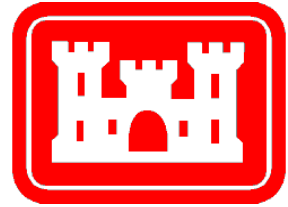
Section J – List of Attachments

NOTE: THE OFFEROR MUST HAVE ALL THE INFORMATION WITHIN THEIR PROPOSAL AS SHOWN IN THE ATTACHMENTS BELOW AND SPECIFIED IN SECTION L OF THE RFP. THE PREVIOUS EXPERIENCE FORMS MAY BE RETYPED/REFORMATTED TO FIT THE OFFEROR'S PROPOSAL AS NECESSARY, BUT ALL INFORMATION SHALL BE PROVIDED AT THE VERY MINIMUM (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP). THE OWNER/CLIENT PAST PERFORMANCE SURVEY SHALL CONTAIN ALL THE INFORMATION PROVIDED AND BE IN THE SAME ORDER AS SHOWN, BUT MAY BE RETYPED TO FIT THE OFFEROR'S PROPOSAL (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP).

List of attachments:

1. Scope of Services for Task Order 0001
2. Cost Plus Award Fee Plan
3. Labor Rates (***For Task Order 0001 ONLY***)
 - Service Contract Act Rates
 - Statement of Equivalent Federal Wage Rates
4. Previous Experience Form
5. Owner/Client Past Performance Survey
6. Certificate of Current Cost or Pricing Data (For use in follow-on Task Orders)
7. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (For use in follow-on Task Orders)
8. SF-85P

Scope of Services for Task Order 0001



**OMAHA DISTRICT
U.S. ARMY
CORPS OF ENGINEERS
FY04 PERFORMANCE WORK STATEMENT**

**TECHNICAL SUPPORT FOR STRATEGIC ENVIRONMENTAL DEVELOPMENT PROGRAM AND
ENVIRONMENTAL SECURITY TECHNOLOGY CERTIFICATION PROGRAM**

WASHINGTON, D.C.

**CONTRACT NO. DACW45-04-R-0006
December 3, 2003**

PERFORMANCE WORK STATEMENT

TECHNICAL SUPPORT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT PROGRAM AND ENVIRONMENTAL SECURITY TECHNOLOGY CERTIFICATION PROGRAM (SERDP/ESTCP)

1. PROJECT OBJECTIVE AND PWS OUTLINE

1.1 This Performance Work Statement (PWS) is for a Cost Plus Award Fee Performance Based Task Order with the primary objective of providing technical and administrative support to meet statutory requirements of the SERDP/ESTCP. Projects funded through the SERDP/ESTCP are of the highest quality, executed efficiently and evaluated accordingly.

1.2 Program Support Services –

The contractor shall provide program level support and services for the SERDP and ESTCP Program Office in the Washington, DC. The contractor shall provide service to the Executive Director, SERDP and the Director, ESTCP to accomplish the SERDP and ESTCP program planning and management requirements, including integration and organization of field input, services for program planning workshops and/or conferences, and compilation of draft and final program plans for review and approval by the Executive Director, SERDP, Technology Thrust Area Working Groups (TTAWG), Executive Working Group (EWG), Scientific Advisory Board (SAB), SERDP Council, Director, ESTCP, and the ESTCP review committees as appropriate. Included in this task are the planning, coordination, and facilitation of the yearly project solicitations and the maintenance of comprehensive databases and related reports on the financial and technical execution status of all SERDP and ESTCP activities. This task also includes support for the operation of the SERDP and ESTCP program office in the Washington, DC area and the development and dissemination of program information including quarterly newsletter, web sites, and other promotional material.

1.2.1 Program Planning, Development, and Reporting –

The contractor shall provide support for annual planning, development and reporting of SERDP and ESTCP activities. Support required includes, but is not limited to:

- Integration and organization of field inputs for development of SERDP and ESTCP program plans.
- Compilation of draft and final SERDP program plans for review by the SERDP Science Advisory Board (SAB), Executive Working Group (EWG), and SERDP Council.
- Compilation of draft and final ESTCP program plans for review by appropriate service representatives and the Office of the Deputy Undersecretary of Defense for Installations and Environment.
- Support for SERDP SAB meetings. This support includes, development and distribution of material to SERDP SAB, meeting logistics, follow-up actions, and requirements to meet the Federal Advisory Committee Act (FACA).
- Support for SERDP EWG and Council meetings. This support includes development and distribution of material, meeting logistics, and potential follow-up actions.

- Development of draft and final SERDP Annual Report to Congress and other reports to Congress, as required.

- Development of promotional material and activities for both SERDP and ESTCP. Activities include but are not limited to: (1) maintaining databases for distribution of material; and (2) developing, publishing, and distributing a quarterly newsletter highlighting both programs' activities and accomplishments, project fact sheets, and producing program brochures.

- Maintain SERDP and ESTCP World Wide Web sites, which can disseminate information on program activities and projects supported.

- Maintain a SERDP and an ESTCP display booth appropriate for use at major environmental conferences. Provide staff for supporting the booths at approximately six meetings a year.

- Review and revise as needed the SERDP and ESTCP guidance documents. These include the reporting guidelines for SERDP and ESTCP, and ESTCP demonstration plan and final report guidance documents.

- Maintain a library of SERDP and ESTCP related documents.

- Prepare as needed SERDP and ESTCP articles to semi-technical journals or conference proceedings.

1.2.2 Annual Proposal Solicitation and Review –

On an annual basis SERDP and ESTCP solicit proposals from both the Federal and Private sectors. Both programs employ a two-phase approach to review and select proposals. The contractor shall provide support to execute the four annual solicitations (SERDP – Federal and Private, ESTCP – DoD and private). Support required includes, but not limited to:

- Support development of topics and documentation for Broad Agency announcements and Federal calls for proposal for SERDP and ESTCP.

- Support development of review procedures and documentation for all phases of the SERDP and ESTCP reviews.

- Log, track and maintain a database of all submissions in response to SERDP and ESTCP requests.

- Provide all required support to execute the review and selection of SERDP and ESTCP proposals.

1.2.3 Financial and Execution Tracking –

To ensure both the financial and technical execution of SERDP and ESTCP projects, the contractor shall provide a reporting system and database to track SERDP and ESTCP project's obligations and expenditures. Monthly reports on the status of SERD and ESTCP obligations and expenditures are required. The contractor shall also provide a comprehensive database on the execution status of all SERDP and ESTCP environmental technology development activities. Quarterly reports on the execution status of all projects are required.

1.3 Project Oversight –

The contractor shall provide support services to SERDP and ESTCP to ensure that individual projects are executed according to the requirements established by each program. Included in this task is support for the SERDP, Executive Director and ESTCP, Director for conducting In-Progress Reviews, reviews of demonstration plans, project execution plans, cost and performance reports, annual interim reports, and final project technical reports. In addition, support will be provided to program managers in reviewing projects' progress in meeting defined objectives. Support required includes, but not limited to:

- Provide full support to conduct all the SERDP and ESTCP In-Progress Reviews (IPR).
- Provide technical support to SERDP program Managers and ESTCP Director in reviewing SERDP and ESTCP projects' progress in meeting objectives.
- Provide technical reviews of ESTCP demonstration plans.
- Provide technical reviews of ESTCP final reports.
- Review draft ESTCP Cost and Performance Summary Reports and publish and distribute final ESTCP Cost and Performance Summary Reports.
- Provide program support, on an as needed basis, for SERDP's DoD National Environmental Technology Test Sites (NETTS) Program, including quality assurance/control for demonstration contractors, data collection, compilation, analysis, and database management, and integration and coordination services across the demonstration sites and participants.

1.4 SERDP/ESTCP Annual Symposium –

The contractor shall provide support for a joint SERDP/ESTCP annual symposium to be held in the Washington, DC area in a major conference center. Included in this task is support to cover all requirements in holding a national technical conference.

1.5 Services for Director, Environment Life Sciences (ELS) –

In executing the SERDP, the Director, ELS is required to oversee several SERDP activities, including oversight of the proposal solicitation and initial review process, program execution tracking and reporting, SAB and consultant appointments, and FACA documentation. To support this, individual(s) may be located at the offices of ELS in the Pentagon. In this event, the DoD will provide office space, facilities, and equipment. In odd numbered fiscal years, the Chairperson of the SERDP Council is from the DoD. Therefore, in addition to the work described above, the Contractor shall provide incidental services to the SERDP Council Chairperson. These services will consist largely of the formulation and distribution of correspondence, but may include other requirements such as data analysis.

1.6 Other –

In addition to the specific items set forth above, the contractor shall provide services to the Executive Director of SERDP, the Director of ESTCP, the EWG, the Council, and the SAB in the preparation of special reports, presentations, data summaries, and other such writings. This effort requires gathering and analyzing environmentally related technical information with the goal of supporting management, tracking, recording, reporting, and disseminating information related to SERDP and ESTCP activities. It is expected that these other requirements will be necessary to support information requests from the various stakeholders in the SERDP and ESTCP including public information

requests and requirements and requests from Congress, the administration, and the departments and agencies.

1.7 This PWS is written in terms of the general performance requirements and objectives, and is not intended to describe how the work is to be accomplished. The contractor's methods of accomplishment shall be proposed in the Quality Assurance Plan (QAP). QAP will be reviewed for approval by the SERDP/ESTCP and USACE personnel.

2. PROJECT MANAGEMENT

2.1. Project Manager. The contractor shall assign a member or employee who will perform as the project manager. This individual will oversee the coordination and execution of the entire project, administer all instructions from this office and answer or obtain answers to all questions from this office during and after the work.

2.2. Coordination. During the execution of work under this Delivery Order, the contractor shall coordinate all work and keep in close liaison with the United States Army Corps of Engineers Project Manager (USACE PM). All change requests made by SERDP/ESTCP personnel shall be referred to the USACE PM. Approval of all changes to the Performance Work Statement shall be obtained through the USACE Contracting Officer prior to implementation.

3. QUALITY ASSURANCE PLAN

3.1 The contractor shall also develop a Quality Assurance Plan (QAP). The QAP will identify appropriate procedures to be followed in the execution of the work, and conducting and reporting analytical results. Work shall not commence until the work plans have been submitted and approved. Once approved, work will be conducted in accordance with these documents.

4. REPORTING. The contractor shall provide the following reporting information, as outlined below.

4.1. Monthly Progress Reports. The contractor shall submit monthly progress reports reflecting the title of the project, the contract and delivery order numbers, date, project point of contacts, progress of the project, the tasks completed in that particular month and/or percentage completion of particular project tasks, revised schedules, and the upcoming events to be worked on in the next payment period. The contractor shall furnish copies of each monthly progress report to the Executive Director of SERDP, and the Director of ESTCP program. The monthly progress reports shall identify each sub-task as assigned, and display cost, performance, and schedule against budget and work originally submitted. All request for payment submitted to the USACE PM shall include the latest monthly progress report.

5. SCHEDULES

5.1 Schedule. The contractor shall submit a general schedule and bar chart indicating major milestones for this project. Fifteen (15) days following notice to proceed. The schedule shall be updated every month and submitted with the monthly progress reports and confirmation notices. The monthly update shall provide information to the SERDP/ESTCP Program Manager (PM) as to the reasons of any changes that may occur. Delays that are presented in the schedule that are due to the contractor's performance must be discussed with the SERDP/ESTCP PM prior to acceptance.

6. TRAVEL AND MEETINGS. The contractor shall perform the following travel as part of the contract requirements, and the costs thereof shall be included with the contract cost. Responsible

representatives of the contractor's firm from the appropriate disciplines shall attend meetings and/or make the following listed trips:

6.1. Meetings. Attendance by the contractor shall be required at the following meetings noted below unless the SERDP/ESTCP PM determines a telephone conference call is sufficient.

6.2 Meeting Minutes and Confirmation Notices.

6.2.1 Meeting Minutes. The contractor shall be responsible for taking notes and preparing the reports of all meetings. Meeting minutes will be prepared in typed form and the original furnished this office within five days after the date of the meeting for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

6.2.1(a) The date and place the meeting was held with a list of attendees. The roster of attendees shall include name, organization, and telephone number.

6.2.1(b) Written comments presented by attendees shall be attached to each report with the conference action noted. Meeting action shall be "A": for an Approved comment, "D" for a Disapproved comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted.

6.2.1(c) Comments made during the meeting and decisions affecting criteria changes must be recorded in the basic meeting notes. The meeting notes should document any augmentation of written comments.

7. GENERAL INFORMATION.

7.1 Review of Progress and Technical Adequacy.

7.1.1 At any appropriate time, representatives of the contracting officer may review the progress and technical adequacy of the contractor's work. Such review shall not relieve the contractor from performing all contract requirements, except as may be waived by written instruction.

7.1.2 The contractor, under this delivery order, will interpose no objection or restriction to the Contracting Officer's designation of a contractor for the purpose of reviewing the adequacy and correctness of the work performed.

7.1.3 The contractor shall submit progress reports to the Contracting Officer with each request for payment. The progress reports shall indicate work performed, costs, and problems incurred during the payment period. See previous Section 5.1, Monthly Progress Reports.

8.0 SPECIAL CONSIDERATIONS

8.1 General. All material gathered and developed in the performance of the work listed in this contract shall be the property of the SERDP/ESTCP and shall not be used or distributed by the contractor without specific written permission from the Contracting Officer.

8.2 Conflict of Interest. The contractor shall disclose any potential conflict of interests to the Contracting Officer, immediately upon identification of such incidents.

8.3 Public Affairs. The contractor shall not make available to the news media or publicly disclose any data generated without prior written approval from the Contracting Officer.

9 Cost Proposal

Task Order 0001 Cost Proposal. The Offeror should submit any assumptions used when preparing the performance-based cost plus award fee proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the task order.

The Offeror is instructed to develop its best and most reasonable/acceptable approach to the task order in order to achieve all milestones required. The Offeror is to assume the work will start approximately one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the services under the scope of services. The cost proposal should address the full work effort. This estimate shall be limited to thirty (30) pages. The Wage Determinations (Service Contract Act) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should be able to prepare a performance-based cost proposal based off the scope of services above and future task orders.

The Offeror should also use the rates provided in Section B along with the projected hours for each discipline.

2. COST PLUS AWARD FEE PLAN

I. INTRODUCTION:

A: The purpose of this document is to establish the award fee evaluation procedures for determining the amount of award fee to be paid on Cost Plus Award Fee (CPAF) contract task orders (CTO) issued under this contract.

The amount of award fee payable under each Cost Plus Award Fee task order may range from the base fee to the maximum amounts listed in this plan for the award fee period specified. The payment of any award fee is contingent upon earning a performance rating of average, above average, and excellent. It is the desire of the government that the contractor perform services in such a manner so as to warrant the highest possible rating and subsequent award fee. The amount of award fee earned each period shall be determined by a representative of the Government, the Fee Determination Official. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government, and are not generally subject to the "Disputes" clause. Each period's performance award fee shall be determined by the Government based on the contractor's performance in accordance with the procedures set forth below.

B: This plan covers the administration of the award fee provisions for the Contract resulting from Solicitation No. W9128F-04-R-0006. This plan provides for a base fee of 3% and an award fee pool of 7%, applied against the negotiated, estimated cost of each Task Order.

C: The contractor is required to support the Strategic Environmental Research and Development Program (SERDP) and the Environmental Security Technology Certification Program (ESTCP). The contract awarded will be for a wide range of advisory and assistance services and general program support services. The criteria by which performance of said services will be evaluated against can be found in Attachments 2 and 3 to this award fee plan.

D: The amount of the Award Fee Pool is determined by setting aside a pool relating to the amount of the negotiated, estimated budget(s). The award fee payment will be based on established performance categories, each with their own relative weights which, combined, yield an overall award fee payable for a given award fee period. Award fee periods will be conducted at three-month intervals, with the first period beginning immediately upon award of the contract.

E: No base or award fee will be calculated on negotiated travel and certain task order specific pass through costs, i.e. the purchasing of high cost off-the-shelf items. These non-fee bearing pass through costs shall be determined by the Fee Determining Official (FDO) on a task order specific basis. Base fee will be calculated on negotiated costs, but award fee will not be calculated on negotiated costs.

F: If the contract or task order is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee earned for that period shall be determined by the Fee Determining Official (FDO) using the award fee evaluation process. After termination for convenience, the remaining award fee pool cannot be earned by the Contractor.

II. OBJECTIVES OF THE AWARD FEE:

A: The objective of the award fee provisions of the contract is to afford the Contractor an opportunity to earn fee commensurate with optimum performance. In addition to providing special management emphasis to the "Evaluation Criteria" set forth herein, the Contractor is responsible for striving to attain the highest standards of excellence in the performance of this contract.

B: The Award Fee is an amount that may be earned by the Contractor in whole or in part, based upon an evaluation by the Fee Determination Official (FDO) of the Contractor's performance. Fee associated with overall unsatisfactory performance of a specific task order will be removed from the award fee pool. All evaluated, unearned fee will be removed from the contract at the conclusion of the award fee evaluation. However, with the FDO's approval, the Contracting Officer may "roll over" unearned fee and make it available for reconsideration, should the contractor recover, and overcome previous deficiencies that resulted in fee being unearned, and deliver a project under schedule and under cost.

C: The Fee Determination Official (FDO) may unilaterally change any matters covered in the plan, provided the Contractor receives notice of the changes at least thirty (30) calendar days prior to the beginning of the evaluation period to which the changes apply. The changes may be made without formal modification of the contract.

III. EVALUATION CRITERIA:

A: Both monthly and at the conclusion of each rating period, the Contracting Officer will identify specific areas/task orders that may negatively impact the overall performance evaluation. Prior to the FDO's final decision, the Contractor will be given an opportunity to address his own performance during the rating period. Written self-assessments by the Contractor are not required but will be accepted. Accordingly, costs associated with such effort will not be reimbursed under this contract.

B: For purposes of this contract, Award Fee evaluations will be performed at three (3) month intervals.

C: The Award Fee earned and payable will be determined by the FDO. The estimated time for completion of the evaluation is thirty (30) to sixty (60) days after the conclusion of the evaluation period.

IV. PERFORMANCE EVALUATION CATEGORIES, CRITERIA AND RATING GUIDELINES:

A: In order to evaluate the Contractor's performance for the wide range of advisory and assistance services and general program support services, evaluation categories, have been developed. This section of the plan highlights the categories/criteria and describes the overall rating process that will be employed.

B: When specific task orders are not completed within an evaluation period, the Government will evaluate the physical completion to date. In the event that the performance to date does not provide adequate information to facilitate evaluation of performance, this evaluation and associated award fee will be postponed until the next award fee period. Prior to completion of a specific task order, the maximum award fee that will be made available is 75%. Upon receipt of all required interim closeout information, the remaining award fee will be included in the next rating period.

C: "Technical Services" and "Management Services" evaluation criteria are provided in Attachments "2" and "3" and are, heretofore, referred to as "Evaluation Criteria-Technical," and "Evaluation Criteria-Management," respectively. Performance of the services under the scope of services will be measured against the criteria outlined in Attachment 2. It should be noted that forty percent (40%) of the total available award fee pool for each evaluation period shall be deducted from each Contract Task Order available award fee pool to form a separate Overall Management Pool, which shall be evaluated against the criteria set forth in Attachment 3 (Evaluation Criteria-Management). The criteria set forth in Attachment 3 are program execution, social and economic criteria, established by the Coalition Provisional Authority, that are in addition to purely technical design-build goals inherent in traditional design-build construction contracts, and the size of this Overall Management Pool should serve

to emphasize the importance of achieving these goals. These criteria reflect the goals of the USACE and its customer's ambitions to provide a high quality service for its programs.

An evaluation of both pools shall be presented to the FDO for his consideration and decision on award fee amount. The FDO may still adjust any of the Technical Services CTO fee awards as described in Section IV.E.

D: Attachment 1, entitled "General Characteristics of Levels of Performance," is intended as a guide to describe performance characteristics, which represent a level of performance and a correlating range of award fee payout percentages. It is not necessarily intended that any of the listed performance descriptions would exactly describe the Contractor's performance nor is it intended that a contractor's performance in all areas necessarily fall in any one level. Rather the general characteristics of levels will be used as a tool to select the level of performance which best characterizes the contractor's overall performance for the evaluation period.

E: The FDO is required to make a final determination of the overall fee total to be awarded to the Contractor. Accordingly, the FDO has the flexibility to increase or decrease the overall award fee recommended by adjustments to:

- (1) the fee allocated to an individual CTO due to extraordinary input from the activity or other sources;
- (2) the overall award fee based on trends in performance on all CTOs or on general economic and business trends which may affect performance capability; or
- (3) any other information the FDO determines is applicable to a final fee determination.

F: Once the FDO has determined the award fee earned for the period, a letter will be prepared that includes a summary of both strengths and weaknesses observed during the period. Invoicing instructions for the award fee earned will also be provided at this time.

Attachment 1 to Award Fee Plan

General Characteristics of Level of Performance

Level 1 (Excellent): 90-100% of available award fee

- Technical quality/performance that meets the task order objective through innovative elements.
- Completion ahead of schedule with no corrections and no increases due to additional requirements, unforeseen conditions.
- Highly effective management of the subcontracted effort.
- Control of costs yields significant savings.
- Results recognized from continuous improvement.
- Excellent Customer (SERDP/ESTCP) Service Ratings.

Level 2 (Above Average): 75-89% of available award fee

- High technical quality and effective management.
- Timely deliverables and schedule control with no corrections and slippages.
- Successful management of the subcontracted effort.
- Effective cost control yields savings.
- Strives to make continuous improvements.
- May include only minor correctable weaknesses in products and services.
- Above Average Customer (SERDP/ESTCP) Service Ratings

Level 3 (Average): 50-74% of available award fee

- Reasonable technical quality and effective management.
- Changes in delivery schedule are permitted which do not cause significant problems.
- Adequate management of the subcontract effort.
- Reasonable cost control that may include some justifiable increase in cost.
- Continuous improvement efforts are visible.
- Average Customer (SERDP/ESTCP) Service Ratings

Level 4 (Below Average or Unsatisfactory) 0% of available award fee

- Rework is required to meet task order objectives.
- Work is completed behind schedule and over budget, but with proper notification.
- Cost reports and schedule submittals are late and incomplete.
- Subcontractor monitoring requires government input.
- Below Average Customer (SERDP/ESTCP) Service Ratings.
- Technical performance and quality does not follow the requirements and does not meet task order objectives.
- Failure to meet delivery schedule without notice of plan for correction.
- Failure to monitor subcontractors.
- Significant cost increases due to inadequate performance.

Attachment 2 to Award Fee Plan

Evaluation Criteria – Technical

A. Schedule Adherence (50%)

- Development and maintenance of accurate schedules, submitted on time.
- Timeliness, accuracy, and completeness of performance.
- Mitigation of impact of modifications to project schedule and fast effective reaction to unforeseen conditions and/or concerns.

B. Technical Services/Quality Control (30%)

- Technical competence and innovation.
- Management of an effective Quality Control Program.
- Maintenance of an accurate QC deficiency list.
- Submission of accurate QC daily reports, on time.
- Adherence to Task Order scope of work, regulations and guidelines.
- Timely and complete submission of report submittals.
- Minimization of rework.

C. Cost Control (20%)

- Development and maintenance of accurate cost reports that reflect committed cost to date and estimate at completion for each task order item of work, analysis of variance and earned value analysis for the task order.
- Timeliness, accuracy, and completeness of invoices.
- Timely submission of accurate and complete Work Variance Notifications (WVNs) reflecting cost impact of changed conditions of over/underruns.
- Maintain effective cost control measures including subcontractor change control and effective subcontractor negotiations.
- Effectiveness of contractors purchasing system, including maximizing competition and submission of thorough, timely subcontract consent requests.
- Timely notification to government when 75% of authorized cost will be reached.
- Management and control of inventory, materials, and resources, including government furnished property.

Attachment 3 to Award Fee Plan

Evaluation Criteria – Management

A. Program Execution/Quality Management (60%)

- Responsiveness to Program requirements and effective communications.
- Plan and manage workload surges and many ongoing task orders.
- Prioritization of resources to meet overall Program requirements.
- Prompt submission of satisfactory final cost submissions at the end of each fiscal year.
- Taking initiative to anticipate and solve problems.

B. Problem Resolution and Communication (40%)

- Effectiveness of the Contractor's decisions and recommendations.
- Adequacy and efficiency of the Contractor's channels of communication, authority and responsibility.
- Degree to which the Contractor relies on the Government for guidance and/or decisions in areas what are properly the Contractor's responsibility.

WAGE RATES

SERVICE CONTRACT ACT

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 30
Date Of Last Revision: 06/03/2003

States: District of Columbia, Maryland, **Virginia**

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, **Fairfax**, Falls Church, Fauquier, King George, Loudoun,
Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26

01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93

07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73

13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87

23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	

28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72

31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at

202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the

job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Statement of Equivalent Federal Wage Rates

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR, Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Clause is for Information Only - It is Not a Wage Determination

Employee Class	Wages	Fringe Benefits	Total
Scientist (various)	\$27.05	\$14.88	\$41.93
Engineer (various)	\$27.05	\$14.88	\$41.93
Information Management Specialists	\$15.25	\$8.39	\$23.64
Procurement Specialist	\$22.57	\$12.41	\$34.98
CIH	\$22.57	\$12.41	\$34.98
CADD Tech	\$15.25	\$8.39	\$23.64
UXO Safety Specialist	\$27.05	\$14.88	\$41.93
Senior UXO Specialist	\$32.17	\$17.69	\$49.86
Word Processor	\$11.01	\$6.06	\$17.07
Technical Writer	\$18.66	\$10.26	\$28.92
Clerical	\$9.80	\$5.39	\$15.19

SAMPLE PREVIOUS EXPERIENCE FORM (MAY BE MODIFIED AS NEEDED TO FIT PAGE COUNT BUT OFFEROR'S PROPOSAL SHALL CONTAIN AT A MINIMUM ALL INFORMATION BELOW)

SOLICITATION NO. W9128F-04-R-0006
SERDP/ESTCP SERVICES CONTRACT
PROJECT EXPERIENCE FORM

PROJECT NO.: _____

Please provide a completed form for each project for which experience is being claimed (Offeror fills out this section).

Name of Offeror: _____

Name of Project: _____

Location of Project: _____

Contract Number Project Performed Under: _____ Task Order Number: _____

Was the Project Firm-Fixed Price or Cost Reimbursable? _____

Was the offeror the prime contractor or subcontractor? _____

If the offeror was the prime contractor, please explain primary role/duties: _____

Brief Description of Project (Offeror can add attachment provided page count is not exceeded.)

Contract Amount at Award: _____

Final Contract Amount: _____

Amount added by Modification: _____

Explanation of any Cost Growth:

Multiple Interim Schedule Milestones (to include scheduled start date): _____

Original Contract Completion Date: _____

Final Contract Completion Date: _____

Actual Completion Date: _____

Time added by Modification: _____

Explanation of any Late Finish: _____

Additional Project Information (Offeror can add attachment provided page count is not exceeded):

Was the project terminated early or were cure/show cause letters received? ☐ Yes ☐ No Explain early termination (default/convenience) or cure/show cause letters.

Safety record: ____ Accidents, ____ Incidents, ____ Violations
List and explain any customer concerns or dissatisfaction

What were the SDB, WOB and small business percent goals in the original contract, if any? N/A _____
SDB: ____ WOB: ____ Small Business: ____ HBCU/MI: ____ HUBZONE: ____ SDVOSB: ____

What was the actual percent achieved at contract completion? N/A _____
SDB: ____ WOB: ____ Small Business: ____ HBCU/MI: ____ HUBZONE: ____ SDVOSB: ____

Was the project owner an agency of the federal government? ☐ Yes ☐ No

Name, address, FAX and telephone number of the owner:

Name and telephone number of a representative of your firm who is knowledgeable of this project and can readily be contacted:

Name, address, FAX and telephone number of a representative of the owner who is knowledgeable of this project and can be readily contacted:

Name, address, FAX and telephone number of the Contracting Officer if project was for federal government:

OWNER/CLIENT PAST PERFORMANCE SURVEY

SOLICITATION NO. W9128F-04-R-0006

PROJECT NO.: _____

SERDP/ESTCP SERVICES CONTRACT

OWNER/CLIENT PAST PERFORMANCE SURVEY

(Offeror fills out all applicable parts of this section and mails both forms (i.e. completed Project Experience form and this Owner/Client Past Performance Survey form) to the owner/client with instructions on its return to the Government.)

The U.S. Army Corps of Engineers – Omaha District is interested in your assessment of the named company's "past performance". The quoted term refers to the company's record of conforming to contract requirements and to standards of good workmanship; the firm's record of forecasting and controlling costs; the firm's adherence to contract schedules including the administrative aspects of performance; the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the firm's general business-like concern for the interest of the customer. All information provided is held confidential and will not be shared with the company before or after award. Your candid responses are valued by the Omaha District and greatly appreciated.

These questions relate to the work performed at _____
under Contract Number: _____ and Task Order Number: _____.

(Name and location of designated project) _____
by _____ (Name of Offeror).

(Owner/Client fills out this section)

Please describe your role in the project, and identify any persons helping you to provide responses to this questionnaire:

1. Is the information provided by the contractor in the Project Experience Form accurate and correct to the best of your knowledge and why? ☐ Yes ☐ No.

Explanation: _____

2. How would you rate the performance of this Contractor on the subject project?

- a. The company's record of conforming to contract requirements and standards of good workmanship.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

- b. The firm's record of forecasting and controlling costs.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

- c. The firm's adherence to contract schedules including the administrative aspects of performance.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

- d. The firm's history of reasonable and cooperative behavior and commitment to customer satisfaction.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

e. The firm's general business-like concern for the interest of the customer.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

3. Comments. _____

Name _____ Telephone _____

Title _____ Fax _____

E-Mail Address _____ Date _____

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ [insert Contract Number and Task Order/Modification Number(s) as appropriate] are accurate, complete, and current as of ____ [insert date on proposal]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

Name

Title

Signature

Date

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.
2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.
3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."
4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.
5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.
6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.
7. All telephone numbers must include area codes.
8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.
9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.
10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.
4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.
6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.
7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.
8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.
9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.
11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
PUBLIC TRUST POSITIONS

OPM USE ONLY	Codes	Case Number
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Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Compu/ADP	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder	None NPRC At SON	Other Address					ZIP Code
L SOI	M Location of Security Folder	None At SOI NPI	Other Address					ZIP Code
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature		Telephone Number		Date	

Persons completing this form should begin with the questions below.

1 FULL NAME	• If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN".	- If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.	2 DATE OF BIRTH
Last Name	First Name	Middle Name	Jr., II, etc.
			Month
			Day
			Year
3 PLACE OF BIRTH - Use the two letter code for the State.			4 SOCIAL SECURITY NUMBER
City			County
State			Country (if not in the United States)

5 OTHER NAMES USED			
Name	Month/Year	Month/Year	Name
#1	To		#3
Name	Month/Year	Month/Year	Name
#2	To		#4
To			

6 OTHER IDENTIFYING INFORMATION	Height (feet and inches)	Weight (pounds)	Hair Color	Eye Color	Sex (Mark one box)
					<input type="checkbox"/> Female <input type="checkbox"/> Male

7 TELEPHONE NUMBERS	Work (include Area Code and extension)	Home (include Area Code)
	Day ()	Day ()
	Night ()	Night ()

8 CITIZENSHIP	b Your Mother's Maiden Name
a Mark the box at the right that reflects your current citizenship status, and follow its instructions.	
<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d.	
<input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d.	
<input type="checkbox"/> I am not a U.S. citizen. Answer items b and e.	

c UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate (Where were you naturalized?)

Court	City	State	Certificate Number	Month/Day/Year Issued
-------	------	-------	--------------------	-----------------------

Citizenship Certificate (Where was the certificate issued?)

City	State	Certificate Number	Month/Day/Year Issued
------	-------	--------------------	-----------------------

State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed.	Month/Day/Year	Explanation
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U.S. Passport

This may be either a current or previous U.S. Passport	Passport Number	Month/Day/Year Issued
--	-----------------	-----------------------

d DUAL CITIZENSHIP	If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.	Country
---------------------------	---	---------

e ALIEN If you are an alien, provide the following information:

Place You Entered the United States:	City	State	Date You Entered U.S.	Alien Registration Number	Country(ies) of Citizenship
			Month		
			Day		
			Year		

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #2	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #3	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #4	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #5	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, **beginning with the most recent (#1) and working back 7 years**. List **all** College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year #1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
Month/Year #2	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							
Month/Year #3	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year		Position Title	Supervisor		
	To						
	Month/Year	Month/Year		Position Title	Supervisor		
	To						
Month/Year	Month/Year			Position Title	Supervisor		
To							

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

#5	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

#6	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

12 YOUR EMPLOYMENT RECORD	Yes	No
Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.		

Use the following codes and explain the reason your employment was ended:

- | | | |
|--|--|--|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons under unfavorable circumstances |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | |

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

13

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1		Dates Known Month/Year Month/Year To		Telephone Number Day Night ()	
Home or Work Address				City (Country)	
				State	ZIP Code
Name #2		Dates Known Month/Year Month/Year To		Telephone Number Day Night ()	
Home or Work Address				City (Country)	
				State	ZIP Code
Name #3		Dates Known Month/Year Month/Year To		Telephone Number Day Night ()	
Home or Work Address				City (Country)	
				State	ZIP Code

14

Mark one of the following boxes to show your current marital status:

<input type="checkbox"/>	1 - Never married (<i>go to question 15</i>)	<input type="checkbox"/>	3 - Separated	<input type="checkbox"/>	5 - Divorced
<input type="checkbox"/>	2 - Married	<input type="checkbox"/>	4 - Legally Separated	<input type="checkbox"/>	6 - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth (Mo./Day/Yr.)	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			
Country of Citizenship	Date Married (Mo./Day/Yr.)	Place Married (Include country if outside the U.S.)	State
If Separated, Date of Separation (Mo./Day/Yr.)	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse (Street, city, and country if outside the U.S.)		State	ZIP Code

15

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

- | | | | |
|------------------------------|----------------|-----------------------------------|---------------|
| 1 - Mother (<i>first</i>) | 3 - Stepmother | 5 - Foster Parent | 7 - Stepchild |
| 2 - Father (<i>second</i>) | 4 - Stepfather | 6 - Child (<i>adopted also</i>) | |

[illegible]

Enter your Social Security Number before going to the next page

16 YOUR MILITARY HISTORY		Yes	No
a Have you served in the United States military?			
b Have you served in the United States Merchant Marine?			

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•**Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•**O/E.** Mark "O" block for Officer or "E" block for Enlisted.

•**Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X": use the two-letter code for the state to mark the block.

•**Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	O	E	Status				Country
						Active	Active Reserve	Inactive Reserve	National Guard (State)	
To										
To										

17 YOUR SELECTIVE SERVICE RECORD		Yes	No
a Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.			
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.			

Registration Number Legal Exemption Explanation

18 YOUR INVESTIGATIONS RECORD		Yes	No
a Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.			

Codes for Investigating Agency 1 - Defense Department 2 - State Department 3 - Office of Personnel Management	4 - FBI 5 - Treasury Department 6 - Other (Specify)	Codes for Security Clearance Received 0 - Not Required 1 - Confidential 2 - Secret	3 - Top Secret 4 - Sensitive Compartmented Information 5 - Q	6 - L 7 - Other
---	---	--	--	--------------------

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.		Yes	No

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED
--

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

•Do not repeat travel covered in items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#5	To		
#2	To			#6	To		
#3	To			#7	To		
#4	To			#8	To		

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD <i>(Do not include anything that happened before your 16th birthday.)</i>	Yes	No
In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.)		
If you answered "Yes," explain your answer(s) in the space provided.		

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court <i>(City and county/country if outside the U.S.)</i>	State	ZIP Code

21 ILLEGAL DRUGS The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding. a In the last year, have you <u>illegally</u> used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs? b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?	Yes	No

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
	To		
	To		
	To		

22 YOUR FINANCIAL RECORD a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.	Yes	No			
Month/Year Type of Action Name Action Occurred Under Name/Address of Court or Agency Handling Case State ZIP Code					

b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government. If you answered "Yes," provide the information requested below:	Yes	No		
Month/Year Type of Loan or Obligation and Account # Name/Address of Creditor or Obligor State ZIP Code				

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature <i>(Sign in ink)</i>	Date

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)	Date Signed
Other Names Used		Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code
		Home Telephone Number (<i>Include Area Code</i>) ()

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

Section K – Representations, Certifications and Other Statements of Offerors

Contract Execution Procedures in accordance with FAR 4.102.

Contractor's Signature -

(a) Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____" [insert name of firm].

(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) Joint venturers. A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.

(e) Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

52.203-2 – Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

52.204-3 – Taxpayer Identification (Oct 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.204-5 – Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

***52.219-1 I – Small Business Program Representations (Apr 2002) – Alternate I
(Apr 2002)***

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of that is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 – Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.223-13 – Certification of Toxic Chemical Release Reporting (Jun 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

**52.226-2 – Historically Black College or University and Minority Institution Representation
(Mar 2001)**

(a) Definitions. As used in this provision --

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C.1101a)).

(b) Representation. The offeror represents that it --

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of Provision)

**52.227-15 – Representation of Limited Rights Data and Restricted Computer Software
(May 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices,

as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – [] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. [] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

(End of Provision)

52.230-1 – Cost Accounting Standards Notices and Certification (Jun 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting

from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes

☐ no

(End of Provision)

(End of Section K)

Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

52.215-1 – Instructions to Offerors -- Competitive Acquisition (Mar 2001)

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point

of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR Part 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing

exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also

explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR Part 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR Part 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of up to one (1) Fixed Price/Cost Reimbursable Indefinite Delivery/Indefinite Quantity (ID/IQ) Performance Based Contract under NAICS Code 541620 on a full and open competitive basis. The individual task orders issued under the resulting contract will be firm-fixed price or cost reimbursable and will be performance based (where possible). The contract, in support of the US Army Corps of Engineers (USACE), its customers located anywhere within the USACE Northwestern Division Boundaries and all existing Omaha District customer locations, and the Strategic Environmental Research and Development Program (SERDP) and the Environmental Security Technology Certification Program (ESTCP), may be awarded as a result of this solicitation to the offeror that provides the best value to the Government using a tradeoff process. The contract awarded will be for a wide range of advisory and assistance services and general program support services for a total of three years (a 1-year base period, and two 1-year option periods) with a total contract value of \$14.5 Million Dollars.

(End of Provision)

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (Jun 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluation purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR Clause 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must --

(i) Comply with FAR Part 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of --

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of Provision)

52.233-2 – Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
CENWO-CT-E (Blume)
106 South 15th Street, Old Federal Building – 3rd Floor
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://farsite.hill.af.mil>

(End of Provision)

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs-nwo.wes.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Michael R. Duffy

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-E (Michael R. Duffy)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-3708 Fax: (402) 221-4530

E-mail: Michael.R.Duffy@usace.army.mil

Loreen K. Blume

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-E (Loreen K. Blume)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-4265 Fax: (402) 221-4530

E-mail: Loreen.K.Blume@usace.army.mil

Technical:

Gene Liu

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HD (Gene Liu)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7711 Fax: (402) 221-7796

E-mail: Eugene.J.Liu@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than three (3) calendar days after the preproposal conference (if one is held), in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. The Government also will not be responsible for costs associated with preparing proposals for individual task orders. Finally, the Government will not pay for or subsidize any costs incurred for attendance at the pre-proposal conference.

1.3. Pre-Proposal Conference -

The Government currently intends **not to** hold a pre-proposal conference. Specific details will be posted on the Omaha District contracting web site at <http://ebs-nwo.wes.army.mil> if this changes.

1.4. Method Of Procurement -

1.4.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, up to one (1) contract may be awarded for a total of \$14.5 Million Contract Capacity, using full and open competition procedures. The resulting contract will be an Indefinite Delivery/Indefinite Quantity (ID/IQ) Type Contract for Managing Consulting Services where Task Orders issued under the contract will be Firm-Fixed Price or Cost Reimbursable with Performance Based Milestones. The proposals will be evaluated and up to 1 contract awarded to the Contractor that is determined to be most advantageous/best value to the Government; price, and other factors considered.

1.4.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.4.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.4.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, which may be limited for efficiency (FAR Part 15.306(c)(2)), and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received (FAR Part 15.306(a)(2)). Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.5. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Loreen Blume, Contracting Officer, at (402) 221-4265 or the Contracting Office Main Desk, at (402) 221-4100, prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 33, Page 1, Item 9, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 33, Page 1, Item 9, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

As stated on Standard Form SF 33: Proposals will be received until 1600 hours (4:00 p.m.) Central Time on 27 January 2003 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-E (Blume)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation W9128F-04-R-0006, DO NOT OPEN –
ATTN: Loreen Blume.**

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offeror's discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

2.2. Page Limitation -

The total number of pages for Volume I submitted by **large businesses shall not exceed one hundred fifteen (115) pages**. The total number of pages for Volume I of the proposal submitted by a **small business may not exceed ninety (90) pages**. The increased page count allowed for large business is necessary because large business must submit additional small business utilization information and a subcontracting plan that is not required by small business. The maximum page count for **Volume II, Section I, Tab 3 submitted by both large and small business is thirty (30) pages (the rest of Volume II is excluded from the page count)**. These are the maximum limits for Volume I and Volume II of each proposal depending on the size of the business, excluding information not considered in the page count limitation including the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; and the following information to be provided under Volume II, Section I, Tabs 1, 2, 4 and 5 are excluded from the page count.

Large business shall not utilize unused pages allowed for Volume I, Section IV – Small Business Utilization, to enhance or expand other sections of their proposal. If large business exceeds the page limits set, the excess pages will not be evaluated. Small Business will receive the highest rating for this factor and the subfactors in this section.

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR Part 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each foldout page in excess of 8-1/2 inch by 11-inch shall count as two pages. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

NOTE: Large businesses having proposals that exceed one hundred forty five (145) pages, or small businesses having proposals that exceed one hundred twenty (120) pages, will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

2.3. Format - The offeror shall submit **one (1) original** and **five (5) copies** of their proposal in the format shown below:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I Section I – Program Execution Plans	30/30	1	5
Tab 1/Narrative of the Approach for the Solicitation and Review of Proposals for SERDP and ESTCP Projects			
Tab 2/ Narrative of the Approach for the Financial and Execution Tracking of SERDP and ESTCP Projects			
Tab 3/ Narrative of the Approach for the Project Oversight of SERDP and ESTCP Projects			
Volume I, Section II: Previous Experience and Personnel	45/45	1	5
TAB 1/Summary of Previous Experience – Similar Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/Organizational Structure of the Proposed Team			
Volume I, Section III – Past Performance	15/15	1	5
Tab 1/Past Performance Project Narrative with Points of Contact	Survey Pages Are Counted		

Volume I, Section V – Utilization Of Small Business Concerns (To be completed by Large Business only). Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.	25/0	1	5
Tab 1/Subcontracting Plan			
Tab 2/Small Business Subcontracting Past Performance			
Tab 3/Proposed Small Business Subcontracting Opportunities			
Maximum Number of Pages Evaluated for Volume I	115/90 pages	1	5
Volume II, Section I - Contractor Information, Certifications, and Cost	30 +NC/30 + NC	1	5
Tab 1/Supplies or Services and Prices/Costs (Section B) and Cost Pool Information	NC		
Tab 2/Audit Information	NC		
Tab 3/Task Order 0001 - Assumptions, Technical Approach & Cost Proposal	30 Pages Max		
Tab 4/Representations and Certifications (Section K)	NC		
Tab 5/SF 33, Solicitation, Offer, and Award (Section A)	NC		
Maximum Number of Pages Evaluated for Volume II	30 +NC/30 + NC	1	5

NC – Not Counted in Page Count

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Program Execution Plans

3.1.1. Volume I, Section I, Tab 1 – Narrative of the Approach for the Solicitation and Review of Proposals for SERDP and ESTCP Projects

The offeror shall provide a narrative of its proposed approach with the technical and administrative support of the SERDP and ESTCP Program under Section C, paragraph 4.1.b.

3.1.2. Volume I, Section I, Tab 2 – Narrative of the Approach for the Financial and Execution Tracking of SERDP and ESTCP Projects

The offeror shall provide a narrative of its proposed approach with the financial and technical execution of projects under section C, paragraph 4.1.c.

3.1.3. Volume I, Section I, Tab 3 – Narrative of the Approach for the Oversight of SERDP and ESTCP Projects

The offeror shall provide a narrative of its proposed approach with oversight of SERDP And ESTCP Projects under section C, paragraph 4.2.

3.2. Volume I, Section II – Previous Experience and Personnel

3.2.1. Volume I, Section II, Tab 1 – Previous Experience – Similar Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Section C of this solicitation.

A **project** is defined as:

- Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or
- Work performed pursuant to a site-specific contract (*i.e., a non-IDIQ contract*) for one site or multiple sites within a single installation or facility; or
- Work performed under multiple task orders issued against one ID/IQ contract to accomplish the work effort on a single site within a single installation or facility.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract at multiple sites does not represent a "project" within this definition. If the offeror provides a specific task order(s) as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes.

The projects must have been **completed** within the last three (3) years from this solicitation's closing date.

A **completed project** is defined as:

- Work performed under a "project" as defined above that is physically 100% completed and has been accepted by the customer – the project does not have to be administratively closed out.

The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use by the offeror.

The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. The offeror should present projects which demonstrate its experience in project management and execution of work similar to that described in Section C, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (*i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out*). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the potential activities for the resultant contract(s) as listed in Section C of this solicitation.

3.2.2. Volume I, Section II, Tab 2 – Resumes Of Key Personnel for This Contract

Key Personnel – The offeror shall provide the resumes of the key personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror should provide a resume for the following five (5) key positions. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, the Contracting Officer shall approve replacement of any key personnel.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable with the requirements of Section C. The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Contractor shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW and OE sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **Contractor Technology Reviewers/On-site Representatives** - The Contractor shall provide a minimum of ten (10) resumes and a maximum of fifteen (15) for individuals who are trained within their organization to provide for the review of environmental technology. These individuals should have appropriate education and experience in the specialized area identified in the Task Order, e.g., engineering, chemistry, geology, or hydrogeology. These individual are responsible for the monitoring of demonstration projects to insure compliance with contract requirements. These persons may be stationed at the project site whenever work is in progress. The need for an on-site reviewer will be defined in the Scope of Work for the project specific Task Order. The minimum qualifications of the reviewers/representatives should include:

A minimum of three (3) years working experience in quality control in environmental technology.

A college degree in engineering, construction management, geology, chemistry, or related field.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

Demonstrable expertise as far as being able to provide creditable review of environmental projects.

Experience with QA/QC responsibilities.

(3) Information Management Specialist - The Contractor shall designate and utilize one individual as the Information Management Specialist responsible for the coordination, development, implementation, and oversee all information management support under this Contract. The minimum qualifications of the Information Management Specialist (IMS) should include:

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience with information management.

Demonstrable working knowledge of the most current information management hardware, software, application and future trend.

(4) Procurement Specialist - The Contractor shall designate one individual to perform the function of Procurement Specialist who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Procurement Specialist should have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

(5) Project Manager(s) – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with SERDP/ESTCP and USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager should have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience with type of work described in Section C.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

3.3. Volume I, Section III, - Past Performance

3.3.1. Volume I, Section III, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.3.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. The Survey Form may be reformatted to fit one page, but must contain all the questions and a comments section for the evaluator. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience – Similar Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror should distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form should be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Officer – Loreen Blume at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Loreen.K.Blume@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation W9128F-04-R-0006, DO NOT OPEN – ATTN: Loreen Blume"** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages **will be** counted as part of the contractor's proposal pages.

NOTE: These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

3.3.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror.

The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.4. Volume I, Section IV - Utilization of Small Business Concerns

(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)

3.4.1. Volume I, Section IV, TAB 1 – Subcontracting Plan)

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2001) (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business, and historically black colleges/minority institution participation are as follows:

- Small Business - 61.4%
- Small Disadvantaged Business - 9.1%
- Woman-Owned Small Business - 5.0%
- HUBZone Business - 3.0%
- Service-Disabled Veteran-Owned Small Business 3.0%
- Historically Black Colleges/Minority Institutions 10.0%*

*Non-Construction Only

NOTE: The Goals below the 61.4% Small Business Goal are subcategories of Small Business and are rolled up into that overall 61.4% Goal.

The offeror should provide as much specific information on proposed subcontracted effort for these contracts as possible. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror, if acceptable and upon approval of the Contracting Officer.

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.4.2. Volume I, Section IV, Tab 2 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under Volume I, Section I, Tab 1 – Summary of Previous Experience – Similar Projects. These should be presented in the same order as in the Summary of Previous Experience Tab. If the project was not a Government Project and did not require a Subcontracting Plan, state so, and provide all small business subcontracting percentages for those projects in order to show what, if any, utilization of small business was used on the project. This description should include: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely. The Government understands that Small Business Utilization is collected on a Macro Basis, however it is also interested on how the firm performed on each "project". Therefore, the Offeror should submit its Small Business Subcontracting Past Performance on each of the "projects", be it a Task Order from and ID/IQ Contract, or a site specific – non ID/IQ type contract.

3.4.3. Volume I, Section IV, Tab 3 - Proposed Small Business Subcontracting Opportunities

Large business concerns shall submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.5. Volume II, Section I - Contractor Information, Certifications, and Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract.

3.5.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

3.5.1.1. The offeror shall fill out in its entirety Section B providing only one rate for each discipline which does not include profit. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued in either the Base Period or the Option Period, if exercised.

3.5.1.2. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year from the date of proposal submittal) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. If the letter used in Volume II, Section II, Tab 2 contains the same information required here, the offeror shall cross-reference the letter here in Volume II, Section II, Tab 1. If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:

Indirect Salaries	\$ 100,000
Home Office Salaries	\$ 85,000
Payroll Taxes	\$ 9,500
Insurance	\$ 14,500
Lease	\$ 35,000
Utilities	\$ 14,000
Repairs & Maintenance	\$ 6,500
Interest Expense	-0- *
Advertising	-0- *
Office Supplies	\$ 1,500
Personal Property Taxes	\$ 2,200
Contributions	-0- *
Depreciation Office Equipment	\$ 8,500
Legal Fees	\$ 3,500
Bad Debts	-0- *
State Income Taxes	\$ 7,500
Total G & A Expense	\$ 287,700

Total Direct Labor	\$3,000,000
Add Labor Burden @ 35%	\$1,050,000
Other Direct Costs	\$3,000,000
Total	\$7,050,000
Percentage Computation	
G & A Expenses	\$ 287,700
	----- = 4.08%
Base	\$7,050,000

* Examples of unallowable costs in accordance with FAR Part 31. All costs unallowable by FAR Part 31 should be removed from overhead pools before computation of the submitted rate.

The following definitions are provided to assist with this objective.

<u>DEFINITIONS:</u>	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Field Labor (OT) -	Labor used during a normal 40-hour week. Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment - FOGM -	Rental Equipment used on the job site. Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory - PPE - Expendables -	Disposable supplies Personnel Protective Equipment Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

3.5.2. Volume II, Section I, Tab 2 – Audit Information

The offeror shall provide the current (within the last 12 months from the date of proposal submittal) audit report/findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.

The offeror shall submit for themselves and for each proposed cost-reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

3.5.3. Volume II, Section I, Tab 3 – Task Order 0001 Assumptions, Technical Approach, and Cost Proposal

The Offeror should submit any assumptions used when preparing the performance-based cost proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the services under Task Order 0001.

The Offeror is instructed to develop its best and most reasonable/acceptable approach to Task Order 0001 in order to achieve all milestones required. The Offeror is to assume the work will start one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the scope of services under Task Order 0001. The cost proposal should address the full work effort. This estimate shall be limited to thirty (30) pages. The Wage Determination (Service Contract Act) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should prepare a performance-based cost proposal based off the scope of services for Task Order 0001 under Section J. The offeror should use realistic assumptions and document those assumptions.

The offeror shall provide a complete breakdown and explanation of how their Fee is calculated. The offeror shall clearly describe why the Fee proposed is warranted.

This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

Offerors shall provide both a Lobbying Certificate and Certificate of Current Cost and Pricing Data with their proposal dated the same date as the SF33 in Volume II, Section II, Tab 5. A copy of each is provided in Section J.

**3.5.4. Volume II, Section I, Tab 4 - Representations and Certifications
(Section K)**

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

**3.5.5. Volume II, Section I, Tab 5 - SF33, Solicitation, Offer, and Award
(Section A)**

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

(End of Section L)

Section M – Evaluation Factors For Award

52.217-5 – Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR Part 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

1. Source Selection Evaluation Board (SSEB)

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis.

2. Source Selection

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The result from this source selection will be up to one (1) contract awarded on the basis of full-and-open competition. The principal objective of the evaluation process is to make award of up to one (1) Indefinite Delivery/Indefinite Quantity Services Contract for a wide range of advisory and assistance services and general program support services for a total of three years (a 1-year base period, and two 1-year option periods) with a total contract value of \$14.5 Million Dollars, to the responsible offeror whose proposal is determined to be the "best value" to the Government, price and other factors considered. The Government will use a trade-off selection process to determine the offeror who represents the best value to the Government. If the award of the contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Identified weaknesses will form the basis for discussions, if necessary. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will form the basis for source selection.

3. Source Selection Process

3.1. SSEB Evaluation - The SSEB will evaluate all conforming proposals received. Those that do not comply with the general conformance requirements may be considered to have a critical defect, i.e. the offeror has not complied with the basic solicitation requirements and the proposal cannot be remedied without major revisions. ***A "Critical Defect" is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.*** If the Contracting Officer determines that there is a critical defect, the proposal will not be evaluated further and will be eliminated from further consideration. The offeror will be notified, as soon as practicable, of the decision that its proposal has a critical defect.

The SSEB will evaluate all conforming proposals for each factor and subfactor identified in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Ratings of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost will be subjectively evaluated by the SSEB using the Scope of Services for Task Order 0001 in Section J and Table 1 in Section B of the solicitation. The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Submittals in response to the Scope of Services for Task Order 0001 will be analyzed to ensure that offerors have a clear understanding of the work requirements as stated in the Scope of Services for Task Order 0001 in Section J of this solicitation.

3.2. SSA Evaluation - The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process, in addition to an independent comparative analysis.

3.2.1. Establishment of a Competitive Range (if necessary) –

Competitive Range - A "Competitive Range" is a subjective determination of the most highly rated proposals. The Contracting Officer shall establish a competitive range of all the most highly rated proposals. The Government may limit the number of offerors in the competitive range for efficiency reasons (FAR Part 15.306(c)(2)). The Government may choose to award without discussions. If award is made without discussions, a competitive range will not be established.

3.3. Possible Exchanges During the Selection Process -

3.3.1. Clarifications - Clarification - is defined as limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award is to be made without discussions, offerors may be given the opportunity to clarify certain aspects of proposals, including an offeror's past performance, or to resolve minor or clerical errors. When clarifications are needed, communication with a offeror will be handled through the Contracting Officer. Clarifications do not provide the offeror an opportunity to revise or modify its proposal, except for correction of apparent clerical mistakes that would ultimately result in a revision.

3.3.2. Exchanges - Communications may take place with offerors before the establishment of a competitive range. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may only be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications, if required, shall address adverse past performance information to which an offeror has not had a prior opportunity to respond and may only be held with those offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Communications may be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range. Communications shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns such as perceived deficiencies, weaknesses, errors, omissions, or mistakes, and information relating to relevant past performance.

3.3.3. Discussions – Exchanges with offerors, between the Government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These exchanges with offerors take place after the establishment of the competitive range and are called discussions. The objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

4. Proposal Evaluation Ratings and Importance of Factors/Subfactors -

As established in Sections L and M of the solicitation, the following factors and subfactors will form the basis of proposal evaluation. The Government will make award to the responsible offeror whose offer conforms to the solicitation and represents the best value to the Government, cost or price and the factors/subfactors listed below considered. For this solicitation, the factors other than cost or price are significantly more important than cost or price. The evaluation process uses adjectival scoring for each volume except for Volume II containing the cost information of the proposals. The cost and pricing information found in Volume II will be subjectively evaluated. **Note again: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

Volume I, Section I – Program Execution Plans is the highest weighted factor in this procurement. Within this factor there are three subfactors: approach for the solicitation and review of proposals for SERDP and ESTCP projects, approach for financial and execution tracking of SERDP and ESTCP projects, and the approach for project oversight of SERDP and ESTCP projects. The approach for the solicitation and review of proposals is of greater importance than the approach for financial and execution tracking or project oversight. The approach for financial and execution tracking is of equal importance to the approach for project oversight.

Volume I, Section II - Previous Experience and Key Personnel is the second highest weighted factor in this procurement. Within this factor there are two subfactors: previous experience and resumes of key personnel. Previous experience is of greater importance than key personnel.

Volume I, Section III – Past Performance is the third highest weighted factor in this procurement and is of greater importance than Volume I, Section IV – Utilization of Small Business Concerns.

Volume I, Section IV – Utilization of Small Business Concerns is the least weighted of all the technical/business/past performance factors. Within this factor there are three subfactors: Subcontracting Plan, Small Business Subcontracting Past Performance, and Proposed Small Business Subcontracting Opportunities. The Subcontracting Plan is of equal importance to the Small Business Subcontracting Past Performance, but of more importance than Proposed Small Business Subcontracting Opportunities.

The factors and subfactors are listed below in the Table 1 – in descending order of importance – except for those equalities stated above:

VOLUME I – EVALUATION FACTORS AND SUBFACTORS	
<u>Volume I, Section I: Program Execution Plans</u>	
<ul style="list-style-type: none"> • Tab 1/Narrative of the Approach for the Solicitation and Review of Proposals for SERDP and ESTCP Projects • Tab 2/ Narrative of the Approach for the Financial and Execution Tracking of SERDP and ESTCP Projects • Tab 3/ Narrative of the Approach for the Project Oversight of SERDP and ESTCP Projects 	
<u>Volume I, Section II: Previous Experience and Personnel</u>	
<ul style="list-style-type: none"> • Tab 1/Previous Experience – Similar Projects • Tab 2/Resumes of Key Personnel for this Contract 	
<u>Volume I, Section III: Past Performance</u>	
<ul style="list-style-type: none"> • Tab 1/Past Performance Project Narrative With Points of Contact 	
<u>Volume I, Section IV: Utilization of Small Business Concerns</u>	
<u>(To Be Completed By Large Business Only)</u>	
<ul style="list-style-type: none"> • Tab 1/Subcontracting Plan • Tab 2/Small Business Subcontracting Past Performance • Tab 3/Proposed Small Business Subcontracting Opportunities 	
Note: The Maximum Number of Pages for Section V:	
<ul style="list-style-type: none"> • Large Business – 25 Pages • Small Business – 0 Pages (Small Business is not required to submit information for this section) 	
<u>NOTE: The Offeror/Large Business shall not utilize unused pages from this section to supplement other technical sections. If they choose to submit excess pages, the excess pages will not be evaluated by the SSEB.</u>	
VOLUME II – COST EVALUATION FACTORS AND OTHER CONTRACT DOCUMENTS	
<u>Volume II, Section I: Contractor Information, Certifications and Costs</u>	
<ul style="list-style-type: none"> • Tab 1/Supplies or Services and Prices/Costs (Section B) and Cost Pool Information. This section will be subjectively evaluated. • Tab 2/Audit Information. • Tab 3/Task Order 0001 - Assumptions, Technical Approach & Cost Proposal. • Tab 4/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion. • Tab 5/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion. 	

4.1. Each major factor and subfactor contained in Volume I, Section I, and Volume I, Section II, which reflect the Government's confidence in each offeror's technical ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

(i) Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability

standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(ii) Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iii) Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Past Performance Risk Ratings shall be done for the factors contained in Past Performance Volume I, Section III and Volume I, Section IV, Tab 2, Small Business Subcontracting Plan Past Performance. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for these factors.

(i) Neutral/Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

(ii) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any future required effort.

(iii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any future required effort.

(iv) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any future required effort.

(v) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any future required effort.

(vi) Very High Risk: Offeror's past performance record or lack thereof, provides extreme doubt that the offeror will successfully perform any future required effort.

4.3. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a “best value” analysis of the proposal as a whole using a trade-off process. ***All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.***

4.4. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.1.

5. Factor and SubFactor Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section M of the RFP and the Source Selection Plan.

5.1. Volume I, Section I: Program Execution Plan

5.1.1. Volume I, Section I, Tab 1 – Narrative of The Contractor’s Approach with The Technical and Administrative Support of The SERDP And ESTCP Program

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. The government places a higher value on a plan detailing how the contractor’s approach will be carried out for the solicitation of proposals for the two programs. The government places a higher value on a plan detailing the contractor’s technical and administrative approach of the annual solicitation and review process.

5.1.2. Volume I, Section I, Tab 2 – Narrative of The Contractor’s Approach with The Financial And Execution Tracking of SERDP And ESTCP Projects

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. The government places a higher value on the proposal that details the contractor’s project reporting system and tracking of the financial and execution of various projects sponsor by the SERDP and ESTCP.

5.1.3. Volume I, Section I, Tab 3 – Narrative of The Contractor’s Approach with The Solicitation, Review and Oversight SERDP And ESTCP Projects

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. The government places a higher value on details of how the contractor’s approach will be for the execution of the field oversight, technical review and evaluation of sponsored projects.

5.2. Volume I, Section II – Previous Experience and Key Personnel

5.2.1. Volume I, Section II, Tab 1 – Summary of Previous Experience – Similar Projects

The contractor's previous experience will be examined for breadth and depth of work performed. The Government places value on demonstrated experience with the work requirements in Section C of this Solicitation, engineering support services experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that implemented value-engineering processes to cut time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the firm served as the prime contractor. The Government places a

higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which have regulatory interface, stakeholder interface, and performance-based milestones. Finally, the Government places a higher value on projects, which were completed on time, within budget, and met the project objectives.

5.2.2. Volume I, Section II, Tab 2 - Resumes of Key Personnel for This Contract

The Government will evaluate this portion of the proposal based on the requirements set forth in the as specified in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, and qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government will place higher value on those personnel that have proven their expertise in their field by successful completion of the projects provided under Volume I, Section I, Tab 1 – Previous Experience. The Government places higher value on project managers that managed projects with performance-based milestones. Finally, the Government places the highest value within this subfactor on those personnel that have exceeded the minimum requirements specified in Section L.

5.3. Volume I, Section III - Past Performance

5.3.1. Volume I, Section III, Tab 1 - Past Performance Project Narrative With Points of Contact

The Government will target areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, customer service and commitment to customer satisfaction, and the firm's professional relationship with the customer and other stakeholders. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral/unknown risk rating.

5.4. Volume I, Section IV – Utilization of Small Business Concerns (Only Large Business will be evaluated on this Section – Small Business Receives Highest Rating)

5.4.1. Volume I Section IV, Tab 1 – Subcontracting Plan

The Government will evaluate the offeror's Subcontracting Plan using AFARS Appendix DD - Subcontracting Plan Evaluation Guide - dated 01 June 1996 and the requirements FAR Clause 52.219-9. The Government will not award a contract to a large business without an approved subcontracting plan.

5.4.2. Volume I, Section IV, Tab 2 – Small Business Subcontracting Plan Past Performance

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), hubzone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous "projects" as defined in Section L, and has been well documented through use of DD 294s and SBA correspondence. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, the offeror will be given a neutral rating. If the offeror submits projects that are not Government projects, the Offeror should state that there were no goals for those projects with a valid reason, but show what percentages of subcontracting to small business, if any, were actually achieved. The Government also places a higher value on non-Government projects that utilize small business.

5.4.3. Volume I Section IV, Tab 3 – Proposed Small Business Subcontracting Opportunities

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section L of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), hubzone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB).

5.5. Volume II, Section I – Contractor Information, Certifications, and Costs

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used for the purpose of determining the cost reasonableness, life-cycle costs of the projects, cost realism, and overall best value of the proposals. It will also assist in assuring that offerors have a clear understanding of the work requirements as stated in the Scope of Services for Task Order 0001 in Section J of this solicitation.

5.5.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B) and Cost Pool Information

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government for the base period and each option period for this Contract using a tradeoff process. The offeror shall provide its most recent (within one year from date of proposal submittal) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs.

5.5.2. Volume II, Section I, Tab 2 – Audit Information

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate for cost-reimbursable type

contracts. The Government will accept the recent (within 1 year from date of proposal submittal) Defense Contract Audit Agency's (DCAA's) or other cognizant audit agency's evaluation furnished in the proposal.

5.5.3. Volume II, Section I, Tab 3 – Task Order 0001 - Assumptions, Technical Approach & Cost Proposal

The Government will evaluate this tab based on how well the Offeror has complied with the requirements specified in Section L of this Solicitation. The Offeror should submit the assumptions used when preparing the performance based cost proposal in order to explain how the Offeror plans on addressing the Scope of Services for Task Order 0001 (technical approach) and how they will reach each of the milestones for Task Order 0001 provided in Section J. The Government will subjectively evaluate these assumptions for their reasonableness and validity for the technical approach taken for the work to be performed under Task Order 0001. The Government will also subjectively evaluate the reasonableness of the time and costs to reach each of the milestones, as well as the overall cost to complete.

5.5.4. Volume II, Section I, Tab 4 - Representations and Certifications (Section K)

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation.

5.5.5. Volume II, Section I, Tab 5 - SF33, Solicitation, Offer, and Award (Section A)

Although this tab will not be evaluated, the SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

6. Debriefing

6.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors or FAR Part 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. "Day" for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

6.1.1. In accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

6.1.2. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

6.1.2.1. The agency's evaluation of significant elements of the offeror's proposal;

6.1.2.2. A summary of the rationale for eliminating the offeror from the competition;

6.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

6.1.3. The pre-award debriefings shall not disclose:

6.1.3.1. The number of offerors;

6.1.3.2. The identity of other offerors;

6.1.3.3. The content of other offerors proposals;

6.1.3.4. The ranking of other offerors;

6.1.3.5. The evaluation of other offerors;

6.1.3.6. Any of the information prohibited in FAR Part 15.506(e).

6.2. In accordance with FAR Part 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt of notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

6.3. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

6.3.1. The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

6.3.2. The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

6.3.3. The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

6.3.4. A summary of the rationale for award;

6.3.5. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

6.4. The debriefings shall not;

6.4.1. Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

6.4.2. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

6.4.2.1. Trade Secrets

6.4.2.2. Privileged or Confidential manufacturing processes or techniques;

6.4.2.3. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

6.4.2.4. The names of individuals providing reference information about an offeror's past performance.

6.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)